

TECHNICAL AGREEMENT

between

St. Vincent Hospital

&

District 1199 NM

*National Union of Hospital and
Healthcare Employees
AFSCME, AFL-CIO*



*July 1, 2005
to
June 30, 2008*

ST. VINCENT
REGIONAL
MEDICAL CENTER

DISTRICT
1199 NM

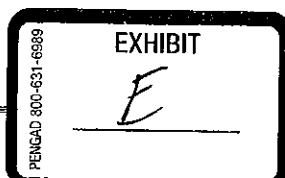


EXHIBIT 1

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National Union
Of Hospital and Health Care Employees
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ARTICLE 10

EMPLOYEE DISCIPLINE

10.01 No employee shall be discharged, disciplined, or suspended except for just cause. Any disciplinary action taken shall be subject to the grievance and arbitration Article of this Agreement.

10.02 An employee who is disciplined may request the presence of a delegate to represent him/her. There will be no further discussion of the grievance with the employee until the delegate arrives to represent him/her unless the delegate refuses to attend.

10.03 Documented corrective actions more than two years old shall not serve as the basis for further disciplinary action. Upon written request of the employee involved, corrective actions more than two years old shall be removed from the employee's personnel file. Copies of corrective actions removed from the employee's personnel file may be retained by Human Resources.

ARTICLE 29

GRIEVANCE AND ARBITRATION

29.01 The Union or any employee in the bargaining unit who has a dispute or disagreement of any kind or character arising out of or in any way involving the interpretation or application of this Agreement shall submit the dispute or disagreement for resolution under the procedures and in the manner set forth in this Article. This Article and the rights and obligations of the parties hereunder shall be applicable only to disputes or disagreements which arise during the term of this Agreement or extension hereof.

Management's primary representative at each step will be limited to the designated management representative as specified in the contract. When the management organizational structure changes, the Union shall be notified promptly to facilitate resolution of grievances.

29.02 The dispute or disagreement shall be submitted to the following:

Step 1. The employee and/or a Union delegate shall promptly discuss the dispute or disagreement informally with her/his direct supervisor (team supervisor, manager). Resolution of matters raised at Step 1 shall not be binding upon the Hospital as a past practice or interpretation of this Agreement.

Step 2. The employee and the Union delegate shall submit in writing the dispute or disagreement promptly (but no more than ten days excluding weekends and holidays) upon the discovery by the employee of the event giving rise to the dispute or disagreement to the department director for such purpose. An employee having a dispute or disagreement shall be entitled to be accompanied by a Union delegate in Step 2 if there are any discussions between the employee and a representative of the Hospital. The department director shall give a written response to the Union and the employee within five days, excluding weekends and holidays, or the grievance shall be deemed denied.

Step 3. If the dispute or disagreement is not settled in a manner that is satisfactory to the Union and the Hospital in Step 2, the Union shall resubmit the grievance in writing and deliver or mail it to the VP of Operations or the VP of Operations' designated representative for such purpose. The resubmitted grievance will be delivered no more than five days (excluding weekends and holidays) after the notification of denial in Step 2 or after the failure of the department director to act within the appropriate time limit. The written grievance shall include a statement of the grievance, date of the occurrence, the parties involved and the provisions of the Agreement alleged to have been violated. The VP of Operations or the VP of Operations' designated representative shall have five calendar days upon receipt of the written grievance to answer in writing said grievance or it shall be deemed denied. If the grievance is denied by the VP of

Operations or the VP of Operations' designated representative, the grievance will be considered by the president of the Hospital, or the president of the Hospital's designated representative, within seven calendar days of the denial of the grievance at this step.

Step 4. If the grievance remains unsettled after Step 3, within fifteen (15) calendar days the parties may engage in non-binding mediation. The mediator will be one of the Commissioners from the Federal Mediation and Conciliation Service.

Step 5. If the dispute or disagreement is not settled at Step 4, the Union may make a request on behalf of both parties to the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven names of qualified arbitrators residing in New Mexico, Texas, Arizona, Utah, Colorado, or Oklahoma. The request for arbitration must be made within ten days excluding weekends and holidays after the Hospital has denied the grievance and shall be timely if deposited in the mail within said ten day period. Upon receipt of the list of arbitrators by both parties and within seven days, excluding weekends and holidays, of such receipt each party shall strike three names in alternation with the aggrieved party striking the first name. The un-stricken name will be empowered to act as arbitrator.

29.03 The decision of the arbitrator shall be final and binding upon each party. However, the arbitrator shall not have the power to add to, subtract from, or in any way modify the terms of this Agreement, and shall limit her/his decision strictly to an interpretation of the language in this Agreement. If an arbitrator awards back pay, she/he shall reduce the award by any earnings, including unemployment compensation received by the aggrieved party during the period of the award except for sums attributable to other employment of the employee ongoing at the time she/he last worked for the Hospital. The fees and expenses of the arbitrator shall be borne equally by the parties.

29.04 By written agreement between the parties, any grievance the Union may have against the Hospital involving the interpretation of this Agreement may be initiated at Step 3 by the Union. In any arbitration resulting from a grievance filed under this section, the decision of the arbitrator shall be prospective only and she/he shall not have the power to order a remedy for any past injury found to have occurred.

29.05 No grievances may be submitted to arbitration by the Union under Step 4 unless the time limits set forth in Steps 2 and 3 have been strictly complied with. Any grievance which is submitted after such time limits have expired shall be forfeited and waived by the aggrieved party. Time limits may be extended only by mutual agreement in writing and signed by both the Union and the Hospital. It is the intention of the parties that the grievance procedure set forth herein shall be the sole and exclusive remedy of the parties for any alleged breach of this

Agreement. Therefore, resort to any other remedy at law or at equity, administrative or judicial, shall constitute a waiver of the grievance.

29.06 At any stage of the grievance procedure outlined above, the Executive Board of the Union shall have full authority to settle or dispose of a grievance on behalf of an employee.

ARTICLE 38

TERM OF AGREEMENT

37.01 This agreement shall be effective July 1, 2005 and shall remain in full force and effect until its expiration date on June 30, 2008.

On or before 90 days before June 30, 2008, either party may notify the other party in writing of its desire to negotiate the terms and provisions of a successor agreement. Promptly after such notification, and during such 90-day period, the parties shall meet and engage in negotiations.

If neither party gives notice to the other party of its desire to negotiate a successor agreement before the expiration date of this Agreement as above provided, this Agreement shall automatically be renewed for successive one year terms thereafter.

The Hospital and the Technical Bargaining Unit agree to reopen the contract limited only to Article 26, Health Care, Life Insurance, and Flex-Benefits.

The re-opener will occur no later than April 1, 2006.

IN WITNESS THEREOF, the parties have caused their names to be subscribed by their duly authorized officers and representatives as of this 1st day of June 2005.

/s/

Gary Williams, COO/CNO
St. Vincent Regional Medical Center
June 1, 2005

/s/

Victor Hickman, President
Technical Unit, District 1199 NM
June 1, 2005